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7 Attorneys for Plaintiff
ALAN LAZAR

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

1 Plaintiff ALAN LAZAR, by and through his attorneys, Lavelly & Singer,
2 P.C., hereby alleges against Defendants AMAZON STUDIOS LLC (“Amazon”),
3 and DOES 1-10, (collectively, “Defendants”), as follows:

4 **INTRODUCTION**

5 1. The *drama* may be what draws viewers into the world-renowned
6 reality television show, *The Real Housewives of Beverly Hills* (the “RHOBH
7 Series”), but that drama should not extend to compensating the hardworking talent
8 behind the scenes. Unfortunately, however, that is exactly what happened here.

9 2. Plaintiff Alan Lazar composed and recorded the iconic opening theme
10 song (the “Title Theme”) for the RHOBH Series, but Defendants have refused to
11 fairly compensate him for his pivotal and easily recognizable creation, to which he
12 owns the copyrights, despite the song’s clear and unequivocal role in launching the
13 RHOBH Series into the success it is today.

14 3. Mr. Lazar has been a successful musician and composer for over 40
15 years and is well-regarded by both the music industry and fans alike. Indeed, it was
16 based on his established reputation that Evolution Film & Tape, Inc., later known
17 as Evolution Media (hereafter, “Evolution”), the predecessor-in-interest to
18 Amazon, first engaged him back in 2010 to create music cues for its then-unknown
19 television program, the RHOBH Series.

20 4. After its inception, the RHOBH Series grew into an iconic staple in
21 reality television and in the general pop culture zeitgeist. It is undeniable that Mr.
22 Lazar’s music has become a fundamental component of the RHOBH Series, setting
23 the musical tone for both that series and its numerous spin-offs. Indeed, after
24 realizing the significance of Mr. Lazar’s work to the first season of the RHOBH
25 Series, Evolution continued to engage him to create music cues for ten seasons of
26 the program, and also engaged him to create cues for other “Real Housewives”
27 series (such as *The Real Housewives of Orange County*). Mr. Lazar’s cues have
28 since been continually exploited by Defendants – so much so that he receives the

1 main “Music By” credit on the RHOBH Series, which will premiere its fourteenth
 2 season in on November 19, 2024.

3 5. Despite Mr. Lazar’s considerable contributions to the RHOBH Series’
 4 success, Defendants have materially violated (and continue to violate) his
 5 intellectual property rights by exploiting his Title Theme song without a license
 6 since the show’s inception. Indeed, as a representative of Evolution recently
 7 acknowledged, Mr. Lazar’s only agreement with Defendants is an agreement to
 8 create “cues” for the show. The agreement does not cover (or even contemplate) the
 9 creation of a Title Theme, nor was Mr. Lazar compensated pursuant to that
 10 agreement for his valuable creation of the Title Theme.

11 6. What’s more, Defendants have *also* failed to account for and pay the
 12 substantial foreign broadcast and streaming mechanical royalties generated by Mr.
 13 Lazar’s music cues for the RHOBH Series and related “Real Housewives”
 14 programs, in violation of his agreement with Evolution (later bought by Amazon).
 15 As a result of the constant and worldwide exploitation of Mr. Lazar’s cues over the
 16 past fourteen years, he has received substantial payments for his share of the earned
 17 performance royalties alone. Yet, he has *never received even a single cent* in
 18 foreign mechanical royalties, even though substantial foreign mechanical royalties
 19 have undeniably accrued.

20 7. Thus, by this action, Mr. Lazar seeks to put an immediate and
 21 permanent end to Defendants’ illegal conduct, to recover the substantial damages
 22 to which he is entitled as a result of Defendants’ intentional and pervasive
 23 infringement of his intellectual property and contractual rights, and to obtain an
 24 accounting of both his foreign mechanical royalties as well as the monies generated
 25 by the unauthorized exploitation of his Title Theme.

26 8. Defendants hired Mr. Lazar because he is the best at what he does, and
 27 now he must be paid accordingly. Or as Lisa Vanderpump would say, “The crown
 28 is heavy, darlings. So just leave it where it belongs.”

1 **PARTIES, JURISDICTION AND VENUE**

2 9. Plaintiff Alan Lazar (“Plaintiff” or “Mr. Lazar”) is, and at all times
3 relevant hereto has been, an individual who resides and does business in the County
4 of Los Angeles, State of California.

5 10. Defendant Amazon is a California limited liability company, with its
6 principal place of business in the County of Los Angeles, State of California, and
7 conducting business in the County of Los Angeles, State of California.

8 11. Plaintiff is informed and believes and based thereon alleges that the
9 fictitiously named defendants sued herein as Does 1 through 10, inclusive, and each
10 of them, were in some manner responsible or legally liable for the events, actions,
11 transactions, and circumstances alleged herein. The true names and capacities of
12 said fictitiously named defendants, whether individual, corporate, associate, or
13 otherwise, are presently unknown to Plaintiff, and Plaintiff will seek leave of this
14 Court to amend this Complaint to assert the true names and capacities of said
15 fictitiously named defendants when they become known to Plaintiff. Hereinafter
16 all defendants, including Does 1-10, will sometimes be referred to collectively as
17 “Defendants.”

18 12. Plaintiff is informed and believes and based thereon alleges that
19 Defendants, and each of them, were the agents, employees, partners, joint-
20 venturers, co-conspirators, owners, principals, and employers of the remaining
21 Defendants, and each of them, and are, and at all times herein mentioned were,
22 acting within the course and scope of that agency, partnership, employment,
23 conspiracy, ownership, or joint venture. Plaintiff is further informed and believes
24 and based thereon alleges that the acts and conduct herein alleged of each Defendant
25 was and is known to, authorized by, and/or ratified by the other Defendants, and
26 each of them, and that Defendants were at all times relevant hereto acting in concert
27 with one another to commit and engage in the wrongful conduct alleged herein.

28

1 13. Plaintiff is informed and believes and based thereon alleges that at all
 2 relevant times, Defendants acted in concert, conspired, and agreed among
 3 themselves to commit the wrongful acts and practices alleged in this Complaint,
 4 and that such acts and practices were committed pursuant to and in furtherance of
 5 such conspiracy, agreement, and common goal, and with the consent and approval
 6 of each of the Defendants. Plaintiff is informed and believes, and thereupon alleges,
 7 that each of the Defendants are liable as a direct participant, co-conspirator, and/or
 8 aider and abettor of the wrongful acts and practices alleged herein this Complaint.

9 14. This action arises under the United States Copyright Act, 17 U.S.C. §§
 10 101, *et seq.* This Court has exclusive federal question jurisdiction over this matter
 11 pursuant to 28 U.S.C. §§ 1331 and 1338.

12 15. Venue is proper in this District pursuant to 28 U.S.C. §§ 1331 (b)(1)-
 13 (2) because Defendants, and each of them, are subject to personal jurisdiction in
 14 this District and a substantial part of the events, acts and/or omissions giving rise to
 15 the claims herein occurred in this District. This Court has personal jurisdiction over
 16 Defendants because they regularly transact and solicit business in this District,
 17 including by producing a reality television show that infringes Plaintiff's copyrights
 18 to customers in the United States, including in California and in this District. Upon
 19 information and belief, Defendants derive revenue from interstate commerce. The
 20 amount in controversy well exceeds \$75,000, some of which damages Plaintiff
 21 sustained in the County of Los Angeles.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 A. **Plaintiff's Agreement to Compose Music Cues**

24 16. On or around June 16, 2010, Plaintiff entered into an agreement (the
 25 "Agreement"), with Amazon's predecessor-in-interest, Evolution, pursuant to
 26 which Plaintiff agreed to "compose, arrange, produce, and record" original music
 27 cues (the "RH Cues") (***but not a title theme***) for Evolution's use in the RHOBH
 28

1 Series.¹ As consideration for his services, Evolution agreed to pay Plaintiff a flat
 2 fee of \$225 per each RH Cue in addition to “mechanical royalties,” which were to
 3 be “calculated and paid in the same manner as mechanical royalties are calculated
 4 and paid” to Evolution by any distributor(s).

5 17. Plaintiff is informed and believes that Evolution’s rights and
 6 obligations under the Agreement were subsequently subsumed by its successor-in-
 7 interest, Amazon.

8 **B. Plaintiff Has Not Been Paid Any Mechanical Royalties**

9 18. After creating the RH Cues for the first season of the RHOBH Series,
 10 Evolution continued to engage Plaintiff to create music cues for ten seasons of the
 11 program. Evolution also hired Plaintiff for five seasons of *The Real Housewives of*
 12 *Orange County* (the “RHOOC Series”) and to score *Tamra’s OC Wedding*, a spin-
 13 off of the RHOOC Series that ran for several episodes. Significantly, while creating
 14 cues for the RHOBH Series and RHOOC Series, Plaintiff created anywhere
 15 between 20-40 cues per season that were added to Evolution’s (and now, Amazon’s)
 16 library for its use at its discretion. Accordingly, to this day, Plaintiff’s music cues
 17 and scores have been used (and are still being used) in broadcasts of the seasons of
 18 the programs for which they were originally created, as well as subsequent seasons
 19 of those same programs and entirely different programs, including but not limited
 20 to several seasons of *The Real Housewives of Dallas* (the “RHOD Series”), which
 21 debuted in 2016.

22 19. As a result of the constant and worldwide exploitation of Plaintiff’s
 23 RH Cues over the past fourteen years, he has received substantial payments from
 24
 25

26 1 A true and correct copy of the Agreement is attached hereto as **Exhibit A**. Plaintiff
 27 also later entered into agreements with Evolution that are substantially similar to
 28 the Agreement for subsequent production cycles of the RHOBH Series and the
 multiple spinoff series. These are referred to collectively herein as the “Agreement.”

1 his share of the earned performance royalties *alone*. Still, Plaintiff has never
 2 received even *a single cent* in foreign mechanical royalties from Defendants.

3 20. On information and belief, substantial foreign mechanical royalties
 4 have accrued, a portion of which are owed to Plaintiff pursuant to the Agreement.

5 **C. Defendants Have Exploited the Title Theme Without a License**

6 21. Separate and apart from Plaintiff's obligations under the Agreement,
 7 Evolution orally requested in or around July 2010 that Plaintiff create the Title
 8 Theme for the RHOBH Series. As compensation for his initial time spent writing
 9 and recording the Title Theme, Plaintiff was paid \$3,500, which is a rate *fifteen*
 10 *times higher* and distinctly different from the rate that Plaintiff was to be paid for
 11 creating the RH Cues under the Agreement.

12 22. The oral agreement under which Plaintiff wrote and recorded the Title
 13 Theme was never commemorated by a written agreement, nor was the Title Theme
 14 referenced in any subsequent written agreement between Plaintiff and Defendants.
 15 Nor was there ever an expressed understanding by either side, let alone a mutual
 16 understanding, that the Title Theme would be a work made for hire under the
 17 Agreement. Thus, because there is no writing memorializing the terms of
 18 ownership and compensation for the Title Theme, Defendants do not have any
 19 copyright or other ownership rights in or to the Title Theme. Rather, those rights
 20 reside solely with Plaintiff.²

21 23. Notably, one of Evolution's own representatives recently reached out
 22 to Plaintiff to inquire about the existence of a written agreement for the Title Theme
 23 – thus acknowledging that the Title Theme was *not* covered by the terms of the
 24 Agreement.

25
 26 ² Attached hereto as **Exhibits B** and **C** are true and correct copies of the United
 27 States Copyright Office records for Plaintiff's federal registration of the sound
 28 recording and the composition of the Title Theme, respectively (hereafter, the
 "Title Theme Copyrights").

1 24. As the sole creator of the Title Theme, who never assigned any rights
2 therein to Defendants, Plaintiff remains the exclusive owner of the Title Theme
3 Copyrights and has the exclusive right to license and otherwise exploit this work.

4 25. Despite Plaintiff's sole ownership of the Title Theme Copyrights,
5 Defendants have been improperly exploiting the Title Theme for years without a
6 valid license. In doing so, Defendants have violated Plaintiff's federal copyright
7 interests. Plaintiff is thus entitled to all the royalties that have been received by
8 Defendants or any of their predecessors-in-interest for the past and ongoing
9 exploitation of the Title Theme in their programming.

FIRST CLAIM FOR RELIEF

(Copyright Infringement 17 U.S.C §§ 101, et seq.)

(Plaintiff Against All Defendants)

13 26. Plaintiff repeats and realleges each and every allegation contained in
14 paragraphs 1 through 25 of this Complaint as if set forth in full herein.

15 27. As alleged above, Plaintiff is the owner of the Title Theme Copyrights
16 in and to the Title Theme, and has registered its copyright interests therein with the
17 United States Copyright Office prior to filing this action. *See* Exhibits B and C.

18 28. By engaging in the conduct described herein, including by exploiting
19 the Title Theme in connection with the RHOBH Series and related programs,
20 Defendants have infringed Plaintiff's exclusive federal rights in and to the Title
21 Theme.

22 29. Defendants actively and willfully infringed the Title Theme
23 Copyrights, and have continued to maliciously infringe the Title Theme Copyrights
24 despite having been sent multiple requests for compensation by Plaintiff's counsel.

25 30. At no time has Plaintiff ever authorized or consented to Defendants'
26 infringing conduct described herein.

1 31. Defendants' infringement of Plaintiff's Title Theme Copyrights has
2 been and continues to be intentional, willful, and with full knowledge of Plaintiff's
3 rights.

4 32. Each advertisement, distribution, dissemination, and/or other
5 unauthorized exploitation of the Title Theme by Defendants constitutes a distinct
6 and continuing act of infringement of the Title Theme Copyrights.

7 33. As a direct and proximate result of Defendants' infringement of
8 Plaintiff's Title Theme Copyrights and exclusive rights under the United States
9 Copyright Act, Plaintiff has been damaged in an amount not yet fully ascertainable,
10 but which is believed to be in excess of Ten Million Dollars (\$10,000,000). Plaintiff
11 is entitled to damages as well as Defendants' profits pursuant to 17 U.S.C. § 504(b)
12 for each infringement.

13 34. Defendants' conduct threatens to cause, is causing, and unless enjoined
14 and restrained by this Court will continue to cause Plaintiff great and irreparable
15 injury that cannot fully be compensated for or measured in money damages alone.
16 Plaintiff has no adequate remedy at law. Accordingly, pursuant to 17 U.S.C. § 502,
17 Plaintiff is entitled to preliminary and permanent injunction prohibiting further
18 infringements of his copyrights.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

(Plaintiff Against All Defendants)

22 35. Plaintiff repeats and realleges each and every allegation contained in
23 paragraphs 1 through 25 of this Complaint as if set forth in full herein.

24 36. As alleged, Plaintiff entered into the valid and binding Agreement with
25 Defendants pursuant to which Defendants agreed to pay Plaintiff a flat fee of \$225
26 per each RH Cue in addition to, *inter alia*, “mechanical royalties,” which were to
27 be “calculated and paid in the same manner as mechanical royalties are calculated
28 and paid” to Evolution by any distributor(s).

1 37. In addition to the express provisions of the Agreement set forth above,
2 an implied covenant of good faith and fair dealing also existed which precluded
3 Defendants from doing anything that would injure Plaintiff's right to receive the
4 benefits of the Agreement.

5 38. Plaintiff has performed all conditions, covenants and promises
6 required of him pursuant to the terms of the Agreement, except those conditions,
7 covenants and promises which have been prevented or otherwise excused by
8 Defendants' conduct.

9 39. On information and belief, substantial foreign mechanical royalties
10 have accrued for the RH Cues, for which Plaintiff has not been paid his
11 contractually-mandated share.

12 40. Defendants have breached the Agreement by failing to pay Plaintiff
13 **any** foreign mechanical royalties for the RH Cues pursuant to the Agreement.

14 41. Alternatively, to the extent Defendants' conduct did not constitute a
15 breach of the express provisions of the Agreement, it nevertheless constituted a
16 breach of the implied covenant of good faith and fair dealing.

17 42. As a direct and proximate result of Defendants' material breaches of
18 the Agreement, Plaintiff has suffered harm and is entitled to damages in an amount
19 to be proven at trial, but which is no less than One Million Dollars (\$1,000,000).

THIRD CLAIM FOR RELIEF

(Accounting)

(Plaintiff Against All Defendants)

23 43. Plaintiff repeats and realleges each and every allegation contained in
24 paragraphs 1 through 25 of this Complaint as if set forth in full herein.

25 44. As alleged, Plaintiff is entitled to the profits that Defendants have
26 enjoyed from their unauthorized exploitation of the Title Theme.

27 45. In addition, pursuant to the Agreement, Plaintiff is entitled to
28 mechanical royalties for the RH Cues.

46. By commercially exploiting the Title Theme without accounting to Plaintiff for the profits, Defendants have wrongfully deprived Plaintiff of his rightful share of the income therefrom.

47. Further, by commercially exploiting the RH Cues without accounting to Plaintiff for the mechanical royalties accrued in connection therewith, Defendants have wrongfully deprived Plaintiff of his rightful share of those royalties.

8 48. Defendants are in sole control of the books and records related to the
9 income derived from the Title Theme, which are needed to ascertain the amounts
10 due to Plaintiff as the owner of the Title Theme Copyrights, as well as the books
11 and records related to the mechanical royalties collected for the RH Cues, a portion
12 of which are due to Plaintiff pursuant to the Agreement. Plaintiff has no alternative
13 means by which he can assemble the information necessary to calculate what is
14 owed to him by Defendants.

15 49. Plaintiff is entitled to an order of this Court directing Defendants to
16 render a complete and honest accounting of all revenues derived from all
17 exploitations of the Title Theme, all mechanical royalties collected for the RH Cues,
18 and all sums due to Plaintiff and to pay Plaintiff the sums shown due by such
19 accounting.

PRAYER FOR RELIEF

21 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each
22 of them, jointly and severally, as follows:

23 1. For preliminary and permanent injunctions enjoining and restraining
24 Defendants, their agents, employees, representatives, partners, joint venturers,
25 online store platform and/or host providers, registrars and anyone acting on behalf
26 of, or in concert with Defendants, from in any way exploiting the Title Theme
27 Copyrights;

2. For an award to Plaintiff of all profits earned by Defendants from their exploitation of the Title Theme;

3. For compensatory damages according to proof, for Defendants' violation of Plaintiff's registered copyrights, in an amount not yet fully ascertainable, but in excess of Ten Million Dollars (\$10,000,000);

4. For general and compensatory damages, for Defendants' breaches of the Agreement, in an amount according to proof at trial, but which is in excess of One Million Dollars (\$1,000,000);

5. For an accounting of all revenues derived from all exploitations of the Title Theme, and an order that Defendants hold all such revenues in a constructive trust for the benefit of Plaintiff;

6. For an accounting of all mechanical royalties collected for the RH Cues, and an order that Defendants hold all such revenues in a constructive trust for the benefit of Plaintiff;

7. For prejudgment and post-judgment interest on all damages awarded by this Court; and

8. For such other and further relief as the Court deems just and proper.

Dated: November 12, 2024

LAVELY & SINGER
PROFESSIONAL CORPORATION
DAVID B. JONELIS
KELSEY J. LEEKER

By: /s/ David B. Jonelis
DAVID B. JONELIS

Attorneys for Plaintiff
ALAN LAZAR

1 **DEMAND FOR JURY TRIAL**
2

3 Plaintiff respectfully requests a jury trial on all issues triable set forth in this
4
5 Complaint.

6 Dated: November 12, 2024

7 LAVELY & SINGER
8 PROFESSIONAL CORPORATION
9 DAVID B. JONELIS
10 KELSEY J. LEEKER

11 By: /s/ David B. Jonelis
12 DAVID B. JONELIS

13 Attorneys for Plaintiff
14 ALAN LAZAR

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